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person did not record her deed until after judgment had been rendered against the purchaser and the personal representative of the surety for the balance of the purchase price. Held that, as the amount of the order had been collected and applied to the purchase money due from the purchaser, the judgment could not be enforced against the lands purchased by the third person for exoneration of the estate of the surety.

HERRING *v.* WILTON.

Nov. 22, 1906.

[55 S. E. 546.]

Nuisance—Private Nuisance—Nature of Injury—Barking of Dogs.

—The howling of dogs and the barking of puppies upon the premises of their owner, when they subject a neighbor and his family to great and continuous annoyance so that their rest is broken, their sleep interrupted, and they are seriously disturbed in the reasonable enjoyment of their home, constitute a nuisance which equity will enjoin.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 37, Nuisance, § 23.]

Same—Abatement—Jurisdiction of Equity.—The jurisdiction of equity to abate by injunction a private nuisance resulting from the barking and howling of dogs, is not taken away by a town ordinance claimed to afford a remedy for whatever inconvenience may have been caused.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 37, Nuisance, § 49.]

DUKE *et al.* *v.* NORFOLK & W. RY. CO.

Nov. 22, 1906.

[55 S. E. 548.]

Sales—Construction of Contract—Time for Delivery.—Where a contract for the sale and delivery of cross-ties to a railroad company fixes no time for their delivery, the contract must be performed within a reasonable time.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 43, Sales, § 218.]

Same—Remedies of Seller—Action for Breach of Contract—Instructions.—In an action for breach of contract for the sale of cross-ties to a railroad company, which fixed no time for delivery, it was proper to instruct that the jury, in determining what constitutes a reasonable time, may consider the declarations of the parties, whether oral or written, and whether previous to the contract or